

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

SANDEEP PAPLEY, TOMY MATHEW,  
and JOHN M. UTHUP, as individuals,

PLAINTIFFS,

v.

Case No. 2:06-CV-11862

FUSION OIL, INC., a Michigan Corporation,  
NATIONWIDE PROPERTIES, INC., a Michigan  
Corporation, ELITE PROPERTY MANAGEMENT,  
LLC, a Michigan limited liability corporation, and  
HASAN HARAJLI, jointly and severally,

Honorable Sean F. Cox

DEFENDANTS.

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**ORDER GRANTING PLAINTIFFS’  
THIRD EMERGENCY MOTION TO HOLD DEFENDANT FUSION AND HASAN  
HARAJLI IN CONTEMPT FOR FAILING TO DELIVER FUEL  
AS AGREED AND ORDERED**

Plaintiffs operate a gasoline station located at 15522 Telegraph Road in Monroe, Michigan. Plaintiffs have a contract with Defendant Fusion Oil, Inc. (“Fusion”), a gasoline distributor, that provides that Plaintiffs will purchase fuel exclusively from Fusion. After Plaintiffs initiated this action, Fusion ceased delivering fuel to Plaintiffs. Hasan Harajli is the apparent principal of Fusion Oil, Inc. and attended the Court conferences and hearings at issue.

On June 12, 2006, the Court issued a “Stipulated Order Regarding Ex-Parte Motion To Compel Fusion Oil To Continue To Distribute Fuel” in this matter that provides:

Before the Court is the above referenced motion. On June 12, 2006 the parties conferred and resolved the motion under the terms listed below:

1. The defendant shall with all reasonable dispatch deliver fuel to plaintiffs upon receipt of payment.

2. The defendant shall apply all credits owing to plaintiffs when invoicing plaintiff for delivery of said fuel.
3. That the parties will make an earnest effort to resolve disputes.

SO ORDERED.

(6/12/06 Order [Docket Entry No. 15]).

Despite the clear and unambiguous terms of the June 12, 2006 Order, Fusion has once again ceased delivering fuel to Plaintiffs. As a result, Plaintiffs were without fuel from September 17, 2006 until today. The Court concludes that Fusion has violated this Court's June 12, 2006 Order and is therefore in contempt of Court. In addition to the June 12, 2006 Order, as stated on the record on September 29, 2006, the Court concludes that the requirements for granting a preliminary injunction are met.

**IT IS HEREBY ORDERED** that Plaintiffs' motion seeking to hold Fusion Oil, Inc. and Hasan Harajli in contempt [Docket Entry No. 29] is **GRANTED**.

**IT IS FURTHER ORDERED** that Defendant Fusion Oil, Inc. shall deliver fuel to Plaintiffs within 24 hours of Plaintiffs placing an order for fuel with Fusion Oil, Inc. Defendants Fusion Oil, Inc. and/or Hasan Harajli shall deliver fuel at a minimum of 24,000 gallons per month as ordered by Plaintiffs. Defendant Fusion Oil, Inc. and/or Hasan Harajli shall deliver fuel at a minimum of 4,000 gallons per load as ordered by Plaintiffs. Price term shall be 5 cents over "rack price," this includes cost of freight and other costs.

**IT IS FURTHER ORDERED** that if Fusion Oil, Inc. and/or Hasan Harajli fail to deliver fuel to Plaintiffs within 24 hours of Plaintiffs' order for fuel, Fusion Oil, Inc. and Hasan Harajli shall pay Plaintiffs \$1,000.00 per day for each day that Plaintiffs are without fuel.

**IT IS FURTHER ORDERED** that Fusion Oil, Inc. and Hasan Haraji shall pay attorney fees in the amount of \$2,940.00 to Plaintiffs for the attorney fees incurred in bringing this

motion. Fusion Oil, Inc. and/or Hasan Harajli shall deliver a certified check, made payable to Plaintiffs or Shereef H. Akeel, to the office of Plaintiffs' counsel no later than Tuesday, October 2, 2006, at 10:00 a.m.

**IT IS FURTHER ORDERED** that Plaintiff's other pending motions seeking to hold Fusion Oil, Inc. in contempt [Docket Entry No. 6 and Docket Entry No. 20] are hereby **DENIED AS MOOT.**

**SO ORDERED.**

S/Sean F. Cox

Sean F. Cox

United States District Judge

Dated: September 29, 2006

I hereby certify that a copy of the foregoing document was served upon counsel of record on September 29, 2006, by electronic and/or ordinary means.

S/Jennifer Hernandez

Case Manager